

07 CV 3686

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CARTAGENA ENTERPRISES INC. d/b/a
CARTAGENA PUBLISHING,

— Civ. **JUDGE CHIN**

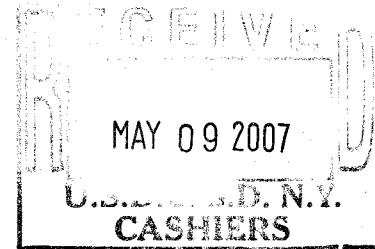
Plaintiff,

- against -

COMPLAINT

UNIVERSAL MUSIC LATINO, UNIVERSAL MUSIC
AND VIDEO DISTRIBUTION, INC., UNIVERSAL
MUSIC DISTRIBUTION CORP. and UNIVERSAL
MUSIC COLOMBIA

Defendants.



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Plaintiff Cartagena Enterprises, Inc. d/b/a Cartagena Publishing by its attorneys, Balber Pickard Battistoni Maldonado & Van Der Tuin, P.C., and Juan H. Saavedra Castro, as and for its complaint against UNIVERSAL MUSIC LATINO, UNIVERSAL MUSIC AND VIDEO DISTRIBUTION, INC., UNIVERSAL MUSIC DISTRIBUTION CORP. and UNIVERSAL MUSIC COLOMBIA, alleges as follows:

1. This is an action for copyright infringement under the U.S. Copyright Act and the Berne Convention for protection of Literary and artistic works, seeking damages and injunctive relief.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action under 28 U.S.C. §1331 (federal question) and §1338 (copyright claims).

This Court has supplemental jurisdiction over claims in this action under 28 U.S.C. §1337 (claims so related to claims in the action within such original jurisdiction that they form part of the same case or controversy).

3. Venue is proper in this district under 28 U.S.C. §1331 and §1332 because one or more of the Defendants are found in the Southern District by themselves or through their agents, inasmuch as they transact business in the Southern District or because a substantial part of the events or omissions giving rise to the claims occurred in this judicial district.

4. Upon information and belief, venue over the foreign Defendant is proper in the Southern District as that Defendant is found in the United States, but in no judicial district in particular.

THE PARTIES

5. CARTAGENA ENTERPRISES INC. d/b/a CARTAGENA PUBLISHING ("Cartagena") is a corporation organized under the laws of the State of New York, with its principal place of business in Union City, New Jersey.

6. Upon information and belief, UNIVERSAL MUSIC LATINO ("Universal Latino") is a corporation organized under the laws of the state of Florida, with its principal place of business in Miami, Florida.

7. Upon information and belief, Universal Latino distributes CDs in the state of New York, throughout the United States and throughout the world.

8. Upon information and belief, UNIVERSAL MUSIC AND VIDEO DISTRIBUTION, INC. ("Universal Music") is a corporation organized under the laws of the state of New York, with its principal place of business in New York, NY.

9. Upon information and belief, Universal Music distributes CDs in New York, throughout the United States and throughout the world.

10. Upon information and belief, UNIVERSAL MUSIC DISTRIBUTION CORP. ("Universal Distribution") is a corporation organized under the laws of the state of Delaware with its principal place of business in New York, New York.

11. Upon information and belief, Universal Distribution distributes CDs in New York, throughout the United States and throughout the world.

12. Upon information and belief, UNIVERSAL MUSIC COLOMBIA ("Universal Colombia") is a "sociedad anonima" (corporation) organized under the laws of Colombia with its principal place of business in Colombia.

13. Upon information and belief, Universal Colombia distributes CDs in New York, throughout the United States and throughout the world.

CARTAGENA'S COPYRIGHT OWNERSHIP

14. Cartagena is a music publishing company, engaged in the business of selling and/or licensing for reproduction and sale in phonorecords (as defined in 17 U.S.C. §101, including, without limitation, CDs) musical compositions for which Cartagena owns the copyrights.

15. Cartagena is the copyright owner of the exclusive rights under copyright for the words and music for certain musical compositions, including but not limited to those listed on Schedule "A" attached hereto (the "Copyrighted Songs").

16. Cartagena has applied for and received Certificates of Copyright Registration from the Register of Copyrights for the Copyrighted Songs. The Copyright Office Performing Arts Registration number is listed with each Song.

17. In accordance with 17 U.S.C. §106, Cartagena has the exclusive rights, among other things, to "reproduce the [Copyrighted Songs] in copies or phonorecords," "to prepare derivative works based upon the [Copyrighted Songs]" and to "distribute copies [of the Copyrighted Songs] ... to the public."

INFRINGING CONDUCT

UNIVERSAL LATINO

18. Upon information and belief, Universal Latino produced, manufactured and distributed a CD entitled "Andy

Montañez- Grandes Exitos." This CD includes a track entitled "Medley #1" which includes excerpts of the Copyrighted Songs, "Julia" and "Vagabundo." The CD also includes a track entitled "Medley 2," which includes an excerpt of the Copyrighted Song, "Santurce."

19. Upon information and belief, Universal Latino produced, manufactured and distributed a 2-CD set entitled "Andy Montañez-Oro Salsero." This 2-CD set includes a track entitled "Medley #1" which includes excerpts of the Copyrighted Songs, "Julia" and "Vagabundo." The CD also includes a track entitled "Medley 2," which includes an excerpt of the Copyrighted Song, "Santurce."

20. Upon information and belief, Universal Latino produced, manufactured and distributed a CD entitled "Angel Canales- Millionarios de la Salsa." This CD includes the Copyrighted Song, "Caja de Sorpresas."

21. Upon information and belief, Universal Latino produced, manufactured and distributed a CD entitled "Superestrellas en Navidad Tropical." This CD includes the Copyrighted Song, "Viva Navidad."

22. Upon information and belief, Universal Latino produced, manufactured and distributed a CD entitled "Los Maestros de la Salsa." This CD includes a track entitled

"Medley" which contains excerpts of the Copyrighted Songs, "Julia" and "Vagabundo."

23. Universal Latino has not requested, and Cartagena has not granted Universal Latino, a license to use any of these Copyrighted Songs on the above CDs or to prepare derivative works from "Julia," "Vagabundo" and "Santurce". Nor has Universal Latino ever paid Cartagena for the above uses of any of the above Copyrighted Songs.

24. Each reproduction or distribution of each of the individual Copyrighted Songs on the above CDs constitutes a separate copyright infringement by Universal Latino.

25. The creation of each of the medleys and excerpts of each of the Copyrighted Songs, "Julia," "Vagabundo" and "Santurce" constitutes a separate copyright infringement by Universal Latino with respect to each of these Copyrighted Songs.

26. Upon information and belief, Universal Latino also provided licenses for the use of the Copyrighted Songs, "Julia," "Vagabundo" and "Santurce" to Lideres Entertainment Group, which produced a 2-CD compilation set entitled "Las 32 Mas Grandes de Andy Montañez." This 2-CD set includes tracks consisting of excerpts of each of the Copyrighted Songs, "Julia," "Vagabundo," and "Santurce."

27. Universal Latino has not requested, and Cartagena has not granted Universal Latino, a license to use these Copyrighted Songs on the "Las 32 Mas Grandes de Andy Montañez" CD compilation or to license these Copyrighted Songs to Lideres Entertainment Group for use on the "Las 32 Mas Grandes de Andy Montañez" CD compilation. Nor has Universal Latino or any any other party ever paid Cartagena for these uses of the Copyrighted Songs, "Julia," "Vagabundo," and "Santurce."

28. Each reproduction or distribution of each of the individual Copyrighted Songs on the above CDs constitutes a separate contributory copyright infringement by Universal Latino.

UNIVERSAL MUSIC

29. Upon information and belief, Universal Music distributed the CD called "Andy Montañez- Grandes Exitos." This CD includes a track entitled "Medley #1" which includes excerpts of the Copyrighted Songs, "Julia" and "Vagabundo." The CD also includes a track entitled "Medley 2," which includes an excerpt of the Copyrighted Song, "Santurce."

30. Upon information and belief, Universal Music distributed the 2-CD set entitled "Andy Montañez-Oro Salsero." This 2-CD set includes a track entitled "Medley #1" which includes excerpts of the Copyrighted Songs, "Julia" and

"Vagabundo." The CD also includes a track entitled "Medley 2," which includes an excerpt of the Copyrighted Song, "Santurce."

31. Upon information and belief, Universal Music distributed the CD entitled "Angel Canales- Millionarios de la Salsa." This CD includes the Copyrighted Song, "Caja de Sorpresas."

32. Upon information and belief, Universal Music distributed the 2-CD compilation set called "Las 32 Mas Grandes de Andy Montañez," which includes tracks consisting of excerpts of each of the Copyrighted Songs, "Julia," "Vagabundo," and "Santurce."

33. Upon information and belief, Universal Music produced, manufactured and distributed a CD entitled "Bonny Cepeda-Retro." This CD includes the Copyrighted Song, "Que Canten Los Niños."

34. Universal Music has not requested, and Cartagena has not granted Universal Music, a license to use any of the above Copyrighted Songs on the above CDs. Nor has Universal Music ever paid Cartagena for the above uses of any of the above Copyrighted Songs.

35. Each reproduction or distribution of each of the individual Copyrighted Songs on the above CDs by Universal Music constitutes a separate copyright infringement by Universal Music.

UNIVERSAL COLOMBIA

36. Upon information and belief, Universal Colombia produced, manufactured and distributed in the United States, Colombia, Venezuela, Ecuador, and Peru and other unidentified countries, a CD entitled "Los Maestros de la Salsa" This CD includes a track entitled "Medley #1" which includes excerpts of the Copyrighted Songs, "Julia" and "Vagabundo."

37. Upon information and belief, Universal Colombia produced, manufactured and distributed in the United States, Colombia, Venezuela, Ecuador, and Peru and other unidentified countries, a CD entitled "Gladiadores de la Salsa- Agua" This CD includes a track entitled "Medley Recordando Al Gran Combo" which includes excerpts of the Copyrighted Songs, "Julia" and "Vagabundo."

38. Upon information and belief, Universal Colombia produced, manufactured and distributed in the United States, Colombia, Venezuela, Ecuador, and Peru and other unidentified countries, a CD entitled "Gladiadores de la Salsa- Fuego" This CD includes a track entitled "Medley Recordando Al Gran Combo 2," which includes excerpts of the Copyrighted Song, "Santurce."

39. Universal Colombia has not requested, and Cartagena has not granted Universal Colombia, a license to use any of the above Copyrighted Songs on the above CDs or to prepare derivative works from "Julia," "Vagabundo" and

"Santurce". Nor has Universal Colombia ever paid Cartagena for these uses of these Copyrighted Songs.

40. Each reproduction and distribution of the above Copyrighted Songs on the above CDs constitutes a separate copyright infringement by Universal Colombia.

41. The creation of each of the medleys from the Copyrighted Songs, "Julia," "Vagabundo" and "Santurce" constitutes a separate copyright infringement by Universal Colombia with respect to each of these Copyrighted Songs.

UNIVERSAL DISTRIBUTION

42. Upon information and belief, Universal Distribution distributed the CD entitled "Superestrellas en Navidad Tropical." This CD includes the Copyrighted Song, "Viva Navidad."

43. Universal Distribution has not requested, and Cartagena has not granted Universal Distribution, a license to use "Viva Navidad" on the "Superestrellas en Navidad Tropical" CD. Nor has Universal Latino ever paid Cartagena for this use of "Viva Navidad."

44. Each distribution of "Viva Navidad" on the "Superestrellas en Navidad Tropical" CD constitutes a separate copyright infringement by Universal Distribution.

Willful Infringement

45. Defendants were on notice that Cartagena was the holder of the performing arts copyrights for the above-referenced Copyrighted Songs in that Cartagena had registered its ownership rights with the U.S. Copyright Office prior to the release of these CDs.

46. Still, none of the Defendants requested from Cartagena licenses for use of any of the Copyrighted Songs on the above CDs or to create the derivative works based upon the Copyrighted Songs that are included in these CDs. Nor did Cartagena provide any of the Defendants with licenses to use any of the Copyrighted Songs on these CDs.

47. Universal Latino also has been on notice of Cartagena's ownership of the copyrights for "Julia," "Vagabundo" and "Santurce" by virtue of a letter that was sent to Universal Latino on April 6th, 2007 from counsel for Cartagena Enterprises, indicating that Universal Latino had violated Cartagena's copyrights in "Julia," "Vagabundo," and "Santurce" by including excerpts of these Copyrighted Songs on the "Andy Montañez-Grandes Exitos" CD. At least as of April, 2007, Universal Latino was on further notice of its copyright infringement with respect to "Julia," "Vagabundo" and "Santurce."

48. Upon information and belief, notwithstanding the above letter, Universal Latino continues to reproduce and distribute these Copyrighted Songs without license.

49. Upon information and belief, all of the above infringing CDs containing the Copyrighted Songs are still being manufactured today.

50. Upon information and belief, all of the above infringing CDs containing the Copyrighted Songs are still being distributed and sold today in New York, the United States, and throughout the world.

FIRST CAUSE OF ACTION
U.S. COPYRIGHT INFRINGEMENT
17 U.S.C. §106(1)
UNLAWFUL REPRODUCTION OF INFRINGING WORK
(against Universal Latino)

51. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "50" hereof as if fully set forth herein.

52. This cause of action is against Defendant, Universal Latino.

53. Upon information and belief, Universal Latino has produced, manufactured and distributed the following CDs, and CD sets: (i) "Andy Montañez- Grandes Exitos," (ii) "Andy Montañez- Oro Salsero," (iii) "Angel Canales- Millionarios de la Salsa," (iv) "Superestrellas en Navidad Tropical," (v) "Los Maestros de

la Salsa" (collectively referred to as the "Universal Latino CDs.")

54. Upon information and belief, on the Universal Latino CDs, Universal Latino, has reproduced in recordings the Copyrighted Songs, "Julia," "Vagabundo," "Santurce," "Caja de Sorpresas," and "Viva Navidad."

55. Cartagena is the registered copyright owner of the words and music for each of these Copyrighted Songs.

56. Under 17 U.S.C. §106(1) Cartagena has the exclusive right to reproduce the above songs in copies or phonorecords.

57. Upon information and belief, Universal Latino has willfully, with full knowledge of Cartagena's copyrights, and without license or authorization, reproduced these Copyrighted Songs on the Universal Latino CDs in violation of 17 U.S.C. §106(1).

58. Universal Latino is responsible directly, contributorily and/or vicariously for these unlawful acts of copyright infringement.

59. As a direct and proximate result of the foregoing acts of infringement, Cartagena has been and continues to be irreparably injured.

60. Universal Latino is liable to Cartagena for actual damages and profits under 17 U.S.C. §504 or, in the alternative,

for statutory damages for each willful infringement in an amount to be determined at trial.

SECOND CAUSE OF ACTION
U.S. COPYRIGHT INFRINGEMENT
17 U.S.C. §106(2)
UNLAWFUL PRODUCTION OF DERIVATIVE WORKS
(against Universal Latino)

61. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "60" hereof as if fully set forth herein.

62. This cause of action is against Defendant, Universal Latino.

63. Upon information and belief, Universal Latino has produced, or caused to be produced, medleys consisting of excerpts of the Copyrighted Songs, "Julia," "Vagabundo" and "Santurce," which appear on the "Andy Montañez-Grandes Exitos" and "Andy Montañez-Oro Salsero" CDs.

64. Universal Latino, through the production of medleys including excerpts of "Julia," "Vagabundo" and "Santurce" or by otherwise profiting from such activities, has infringed Plaintiff's exclusive rights to create derivative works from these Copyrighted Songs, conferred under 17 U.S.C. 106(2).

65. Upon information and belief, Universal Latino has willfully, with full knowledge of Cartagena's copyrights, and

without license or authorization, prepared derivative works from these Copyrighted Songs in violation of 17 U.S.C. §106(2).

66. Universal Latino is responsible directly, contributorily and/or vicariously for these unlawful acts of copyright infringement.

67. As a direct and proximate result of the foregoing acts of infringement, Cartagena has been and continues to be irreparably injured.

68. Universal Latino is liable to Cartagena for actual damages and profits under 17 U.S.C. §504 or, in the alternative, for statutory damages for each willful infringement in an amount to be determined at trial.

**THIRD CAUSE OF ACTION
U.S. COPYRIGHT INFRINGEMENT
17 U.S.C. §106(3)
UNLAWFUL DISTRIBUTION OF INFRINGING WORK
(against UNIVERSAL LATINO)**

69. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "68" hereof as if fully set forth herein.

70. This cause of action is against Defendant, Universal Latino.

71. Universal Latino, through the sale and distribution of the Universal Latino CDs, or by otherwise profiting from such activities, has infringed Plaintiff's exclusive rights to the

distribution of the Copyrighted Songs "Julia," "Vagabundo" "Santurce," "Caja de Sorpresas," and "Viva Navidad" conferred under 17 U.S.C. §106(3).

72. Upon information and belief, Universal Latino has willfully, with full knowledge of Cartagena's copyrights, and without license or authorization, distributed these Copyrighted Songs on the Universal Latino CDs in violation of 17 U.S.C. §106(3).

73. Universal Latino is responsible directly, contributorily and/or vicariously for these unlawful acts of copyright infringement.

74. As a direct and proximate result of the foregoing acts of infringement, Cartagena has been and continues to be irreparably injured.

75. Universal Latino is liable to Cartagena for actual damages and profits under 17 U.S.C. §504 or, in the alternative, for statutory damages for each willful infringement in an amount to be determined at trial.

**FOURTH CAUSE OF ACTION
CONTRIBUTORY COPYRIGHT INFRINGEMENT
(against UNIVERSAL LATINO)**

76. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "75" hereof as if fully set forth herein.

77. This cause of action is against Defendant, Universal Latino.

78. Upon information and belief, Universal Latino granted an unauthorized license to Lideres Entertainment Group for the creation and the use of excerpts of the Copyrighted Songs, "Julia, "Vagabundo" and "Santurce" on the CD entitled "Las 32 Mas Grandes de Andy Montañez."

79. Upon information and belief, Universal Latino has willfully, with full knowledge of Cartagena's copyrights, and without authorization, licensed to Lideres Entertainment Group the above Copyrighted Songs and thereby contributed to the infringement of Cartagena's rights in the Copyrighted Songs through Lideres Entertainment Group's unlawful reproduction and distribution of these Copyrighted Songs.

80. Universal Latino is responsible contributorily and/or vicariously for the unlawful acts of copyright infringement in the unauthorized reproduction and distribution of these Copyrighted Songs.

81. As a direct and proximate result of the foregoing acts of infringement, Cartagena has been and continues to be irreparably injured.

82. Universal Latino is liable to Cartagena for actual damages and profits under 17 U.S.C. §504 or, in the alternative,

for statutory damages for each willful infringement in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
U.S. COPYRIGHT INFRINGEMENT
17 U.S.C. §106(1)
UNLAWFUL REPRODUCTION OF INFRINGING WORK
(against Universal Music)

83. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "82" hereof as if fully set forth herein.

84. This cause of action is against Defendant, Universal Music.

85. Upon information and belief, Universal Music has produced, manufactured and distributed the CD entitled "Bonny Cepeda-Retro," which includes the Copyrighted Song, "Que Canten Los Niños."

86. Upon information and belief, on the "Bonny Cepeda-Retro," CD, Universal Music has reproduced in recording the Copyrighted Song, "Que Canten Los Niños."

87. Cartagena is the registered copyright owner of the words and music for "Que Canten Los Niños."

88. Under 17 U.S.C. §106(1) Cartagena has the exclusive right to reproduce the above song in copies or phonorecords.

89. Upon information and belief, Universal Music has willfully, with full knowledge of Cartagena's copyrights, and without license or authorization, reproduced the above Copyrighted Songs as specified above on the "Bonny Cepeda-Retro" CD in violation of 17 U.S.C. §106(1).

90. As a direct and proximate result of the foregoing acts of infringement, Cartagena has been and continues to be irreparably injured.

91. Universal Music is responsible directly, contributorily and/or vicariously for these unlawful acts of copyright infringement.

92. Universal Music is liable to Cartagena for actual damages and profits under 17 U.S.C. §504 or, in the alternative, for statutory damages for each willful infringement in an amount to be determined at trial.

SIXTH CAUSE OF ACTION
U.S. COPYRIGHT INFRINGEMENT
17 U.S.C. §106(3)
UNLAWFUL DISTRIBUTION OF INFRINGING WORK
(against Universal Music)

93. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "92" hereof as if fully set forth herein.

94. This cause of action is against Defendant, Universal Music.

95. Upon information and belief, Universal Music has distributed the following CDs and CD sets: (i) "Andy Montañez-Grandes Exitos," (ii) "Andy Montañez-Oro Salsero," (iii) "Angel Canales- Millionarios de la Salsa," (iv) "Bonny Cepeda-Retro" (v) "Las 32 Mas Grandes de Andy Montañez," and (vi) "Los Maestros de la Salsa" (collectively referred to as the "Universal Music CDs.")

96. Upon information and belief, on the Universal Music CDs, Universal Music has distributed recordings of the Copyrighted Songs, "Julia," "Vagabundo," "Santurce," "Caja de Sorpresas," and "Que Canten Los Niños."

97. Universal Music through the distribution of the Universal Music CDs, or by otherwise profiting from such activities, has infringed Plaintiff's exclusive rights to the distribution of the Copyrighted Songs "Julia," "Vagabundo," "Santurce," "Caja de Sorpresas," and "Que Canten Los Niños," conferred under 17 U.S.C. §106(3).

98. Upon information and belief, Universal Music has willfully, with full knowledge of Cartagena's copyrights, and without license or authorization, distributed the Copyrighted Songs on the above CDs in violation of 17 U.S.C. §106(3).

99. As a direct and proximate result of the foregoing acts of infringement, Cartagena has been and continues to be irreparably injured.

100. Universal Music is responsible directly, contributorily and/or vicariously for the unlawful acts derived from these copyright infringements.

101. Universal Music is liable to Cartagena for actual damages and profits under 17 U.S.C. §504 or, in the alternative, for statutory damages for each willful infringement in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
U.S. COPYRIGHT INFRINGEMENT
17 U.S.C. §106(1)
UNLAWFUL REPRODUCTION OF INFRINGING WORK
(against Universal Colombia)

102. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "101" hereof as if fully set forth herein.

103. This cause of action is against Defendant, Universal Colombia.

104. Upon information and belief, Universal Colombia has produced, manufactured and distributed in the United States the following CDs: (i) "Los Maestros de la Salsa," "Gladiadores de la Salsa- Agua" and "Gladiadores de la Salsa- Fuego" (referred to collectively as the "Universal Colombia CDs").

105. Upon information and belief, the Universal Colombia CDs include the following Copyrighted Songs which

Universal Colombia has reproduced in recordings: "Julia," "Vagabundo," and "Santurce."

106. Cartagena is the registered copyright owner of the words and music for each of these Copyrighted Songs.

107. Under 17 U.S.C. §106(1), Cartagena has the exclusive right to reproduce the words and music for the Copyrighted Songs in copies or phonorecords.

108. Upon information and belief, Universal Colombia has willfully, with full knowledge of Cartagena's copyrights, and without license or authorization, reproduced certain of the Copyrighted Songs on the Universal Colombia CDs in violation of 17 U.S.C. §106(1).

109. As a direct and proximate result of the foregoing acts of infringement, Cartagena has been and continues to be irreparably injured.

110. Universal Colombia is responsible directly, contributorily and/or vicariously for these unlawful acts of copyright infringement.

111. Universal Colombia is liable to Cartagena for actual damages and profits under 17 U.S.C. §504 or, in the alternative, for statutory damages for each willful infringement in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION
U.S. COPYRIGHT INFRINGEMENT
17 U.S.C. §106(2)
UNLAWFUL PRODUCTION OF DERIVATIVE WORKS
(against Universal Colombia)

112. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "111" hereof as if fully set forth herein.

113. This cause of action is against Defendant, Universal Colombia.

114. Upon information and belief, Universal Colombia has produced or caused to be produced, medleys consisting of excerpts of the Copyrighted Songs, "Julia," "Vagabundo" and "Santurce," which appear on the "Gladiadores de la Salsa-Aqua," "Gladiadores de la Salsa-Fuego," and "Los Maestros de la Salsa" CDs.

115. Universal Colombia , through the production of medleys including excerpts of "Julia," "Vagabundo" and "Santurce" or by otherwise profiting from such activities, has infringed Plaintiff's exclusive rights to create derivative works from these Copyrighted Songs, conferred under 17 U.S.C. 106(2).

116. Upon information and belief, Universal Colombia has willfully, with full knowledge of Cartagena's copyrights, and without license or authorization, produced derivative works based on these Copyrighted Songs in violation of 17 U.S.C. §106(2).

117. Universal Colombia is responsible directly, contributorily and/or vicariously for these unlawful acts of copyright infringement.

118. As a direct and proximate result of the foregoing acts of infringement, Cartagena has been and continues to be irreparably injured.

119. Universal Colombia is liable to Cartagena for actual damages and profits under 17 U.S.C. §504 or, in the alternative, for statutory damages for each willful infringement in an amount to be determined at trial.

**NINTH CAUSE OF ACTION
U.S. COPYRIGHT INFRINGEMENT
17 U.S.C. §106(3)
UNLAWFUL DISTRIBUTION OF INFRINGING WORK
(against Universal Colombia)**

120. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "119" hereof as if fully set forth herein.

121. This cause of action is against Defendant, Universal Colombia.

122. Universal Colombia, through the distribution of the Universal Colombia CDs, or by otherwise profiting from such activities, has infringed upon Plaintiff's exclusive rights to the distribution of the Copyrighted Songs "Julia," "Vagabundo" and "Santurce," conferred under 17 U.S.C. §106(3).

123. Upon information and belief, Universal Colombia has willfully, with full knowledge of Cartagena's copyrights, and without license or authorization, distributed the Copyrighted Songs on the Universal Colombia CDs in violation of 17 U.S.C. §106(3).

124. Universal Colombia is responsible directly, contributorily and/or vicariously for these unlawful acts of copyright infringement.

125. Universal Colombia is liable to Cartagena for actual damages and profits under 17 U.S.C. §504 or, in the alternative, for statutory damages for each willful infringement in an amount to be determined at trial.

**TENTH CAUSE OF ACTION
U.S. COPYRIGHT INFRINGEMENT
17 U.S.C. §106(3)
UNLAWFUL DISTRIBUTION OF INFRINGING WORK
(against Universal Distribution)**

126. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "125" hereof as if fully set forth herein.

127. This cause of action is against Defendant, Universal Distribution.

128. Upon information and belief, Universal Distribution has distributed a CD entitled "Superestrellas en Navidad Tropical," which includes the Copyrighted Song, "Viva Navidad."

129. Cartagena is the registered copyright owner of the words and music for this song.

130. Under 17 U.S.C. §106(3) Cartagena has the exclusive right to the distribution of "Viva Navidad."

131. Universal Distribution, through the distribution of the "Superestrellas en Navidad Tropical" CD, or by otherwise profiting from such activities, has infringed upon Plaintiff's exclusive rights to the distribution of the song, "Viva Navidad," conferred under 17 U.S.C. §106(3).

132. Upon information and belief, Universal Distribution has willfully, with full knowledge of Cartagena's copyrights, and without license or authorization, distributed "Viva Navidad" on the "Superestrellas en Navidad Tropical" CD.

133. Universal Distribution is responsible directly, contributorily and/or vicariously for these unlawful acts of copyright infringement.

134. As a direct and proximate result of the foregoing acts of infringement, Cartagena has been and continues to be irreparably injured.

135. Universal Distribution is liable to Cartagena for actual damages and profits under 17 U.S.C. §504 or, in the alternative, for statutory damages for each willful infringement in an amount to be determined at trial.

**ELEVENTH CAUSE OF ACTION
COPYRIGHT INFRINGEMENT
IN COLOMBIA, VENEZUELA, ECUADOR, PERU AND
OTHER UNIDENTIFIED COUNTRIES
PURSUANT TO THE BERNE CONVENTION
(against all Defendants)**

136. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "135" hereof as if fully set forth herein.

137. This cause of action is against all of the Defendants herein.

138. Upon information and belief, the Copyrighted Songs have been licensed, reproduced, and distributed for sale by the Defendants in various unidentified countries.

139. Defendants, through the reproduction, distribution and sale of recordings of the Copyrighted Songs have infringed upon Cartagena's copyrights as provided by the copyright laws of Colombia and the other foreign nations in which such acts occurred.

140. In particular, upon information and belief, Universal Colombia has sold, manufactured, and distributed in Colombia, Venezuela, Ecuador, Peru, and other unidentified countries the Universal Colombia CDs, which contain the Copyrighted Songs, "Julia," "Vagabundo" and "Santurce."

141. Defendants are responsible directly, contributorily and/or vicariously for the unlawful copyright infringement described herein.

142. As a direct and proximate result of the foregoing acts, Cartagena has been and continues to be irreparably injured.

143. Defendants are liable to Cartagena for actual and punitive damages and profits for each act of infringement pursuant to the copyright laws of each of the foreign nations in which such acts occurred in an amount to be determined at trial.

**TWELFTH CAUSE OF ACTION
DISGORGEMENT OF FUNDS
(against all Defendants)**

144. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "143" hereof as if fully set forth herein.

145. This cause of action is by Plaintiff against all Defendants.

146. Upon information and belief, Defendants have collected monies from the sale, licensing, and distribution of the Copyrighted Songs, "Julia," "Vagabundo," "Santurce," "Caja de Sorpresas," "Viva Navidad" and "Que Canten Los Niños."

147. Plaintiff demands that these Defendants be ordered to disgorge all monies received in relation to the above Copyrighted Songs.

**THIRTEENTH CAUSE OF ACTION
INJUNCTION AND SEIZURE
(against all Defendants)**

148. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "147" hereof as if fully set forth herein.

149. This cause of action is by Plaintiff against all Defendants.

150. Plaintiff requests that the Court enter a preliminary and permanent injunction under 17 U.S.C. §502 et seq., to prevent or restrain further infringement of the copyrights in issue.

151. Pursuant to 17 U.S.C. §502 et seq., Cartagena further requests the impounding of all copies and phonorecords made or used in violation of Cartagena's exclusive rights, and also of all plates, molds, matrices, masters, tapes, film negatives, or other articles by means of which such copies or phonorecords may be produced.

152. Cartagena requests that, pursuant to 17 U.S.C. §502 et seq., the Court order the destruction or other reasonable disposition of all copies or phonorecords found to

have been made or used in violation of Cartagena's exclusive rights, and of all plates, molds, matrices, masters, tapes, film negatives, or other articles by means of which such copies or phonorecords may be produced.

153. Cartagena requests that pursuant to Article 16 of the Berne Convention and the applicable local laws the Court order the seizure of all copies or phonorecords found to have been made or used in violation of Cartagena's exclusive rights in the Copyrighted Songs being sold throughout signatory countries.

**FOURTEENTH CAUSE OF ACTION
ATTORNEYS' FEES AND COSTS
(against all Defendants)**

154. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "153" hereof as if fully set forth herein.

155. This cause of action is against all Defendants herein.

156. Pursuant to 17 U.S.C. §505, Plaintiff requests that the Court order the Defendants to reimburse Cartagena for all attorneys fees and costs incurred in prosecuting this action.

DEMAND FOR JURY TRIAL

157. Plaintiff demands trial by jury of all issues so triable.

WHEREFORE, Plaintiff Cartagena respectfully demands that the Court enter judgment:

A. Ordering Defendants to pay Cartagena actual damages and profits or, in the alternative, for statutory damages under 17 U.S.C. §504 for each violation of Cartagena's exclusive rights under 17 U.S.C. §106;

B. Enjoining Defendants and their agents, servants, employees, representatives, and all other firms, divisions or corporations in active concert or participation with said Defendants during the pendency of this action and permanently from engaging in any further infringing use of the Copyrighted Songs and ordering Defendants to return to Cartagena all originals, masters, copies, facsimiles, and duplicates of the Copyrighted Songs in their possession custody or control;

C. Ordering Defendants to compensate Cartagena in an amount to be determined at trial but no less than \$75,000 for violation of Cartagena's copyrights under the laws of Colombia, Venezuela, Ecuador, Peru and various other countries not yet identified;

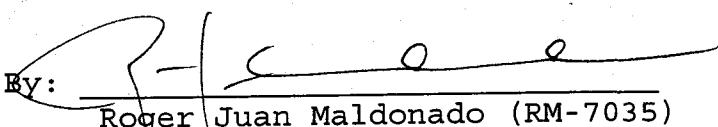
D. Ordering all Defendants to disgorge all monies received for the licensing, reproduction or sale of the Copyrighted Songs;

E. Ordering the Defendants to reimburse Cartagena for all attorneys fees and costs incurred in prosecuting this action; and,

F. For any further relief the Court deems proper.

Dated: New York, New York
May 8, 2007

Balber Pickard Battistoni
Maldonado & Van Der Tuin, PC

BY: 

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SCHEDULE A

SONG	Registration #
Vagabundo	PA 730-012
Julia	PA 090-933
El Son de Santurce	PA 895-794
Caja de Sorpresas	PA 724-624
Viva Navidad	PA 964-603
Que Canten Los Niños	PA 1-194-036